



Statement of Intent between the U.S. Environmental Protection Agency and the International Atomic Energy Agency

I. Purpose

This Statement of Intent (SOI) sets forth a framework for non-exclusive cooperation between the U.S. Environmental Protection Agency (EPA) and the International Atomic Energy Agency (IAEA) in the area of voluntary exchange and visualization of routine radiation monitoring data on the International Radiation Monitoring Information System (IRMIS). This cooperation will provide a vehicle for EPA and the IAEA (together, the Participants) to routinely share radiation monitoring information in a single, standardized format at a single online site.

II. Areas of Collaboration

The Participants may consult each other, as appropriate, on the development and review of activities to be conducted under the cooperation framework established by this SOI. Detailed programmes of such activities are to be developed following consultations between the Participants. The Participants have identified the following activities through which cooperation may be pursued, subject to the Participants' respective mandates, governing regulations, rules, policies and procedures:

- Voluntary provision of radiation monitoring data from RadNet monitors by the EPA to the IAEA in the International Radiological Information Exchange (IRIX) format via a secure FTP site hosted by the EPA or through a secure web services interface;
- Provision of technical support to the EPA in preparing the data in IRIX format;
- Provision of access, for the EPA, to IRMIS through the Unified System for Information Exchange in Incidents and Emergencies; and
- Designation of the EPA as an IRMIS Data Provider.

The data provided by the EPA are expected to be measurements made by EPA's RadNet air monitoring program that have already been reviewed by EPA and published to the EPA public website. The EPA intends to share these data in the IRIX file format in order to standardize data delivery into a single, standard format.

III. Points of Contact

The Participants have each designated the following points of contact responsible for the coordination of activities under this SOI:

For the EPA:

Daniel Askren, Ph.D.
RadNet Air Monitoring Program Manager
540 South Morris Avenue
Montgomery, Alabama 36115 United States
Phone number: +1 334-270-3422
Fax: +1 334-270-3454
Email: askren.dan@epa.gov

For the IAEA:

Florian Baciú
Response System Coordinator
Vienna International Centre P.O. Box 100
1400 Vienna, Austria
Phone number: +43-1-2600-22026
Fax: +43-1-2600-7-22026
Email: f.baciu@iaea.org

All correspondence related to this SOI should be through the designated points of contact. Participants intend to notify one another of any change to the points of contact in writing in a timely manner.

IV. Use of Names, Emblems and Flags

Documentation relating to activities undertaken under this SOI may include the respective names, emblems and flags of the Participants. The names, emblems and flags are and remain the property of the respective Participant. Joint use of the names, emblems and flags of the Participants is restricted to activities conducted under this SOI and each use is to be approved in writing on a case-by-case basis by the owning Participant. The Participants do not intend to otherwise use the names, emblems or flags of the other Participant without such prior written permission.

V. Dissemination of Information

The Participants support the widest possible dissemination of unclassified information provided or exchanged under this SOI, subject to the need to protect proprietary information. The Participants intend to take steps to ensure the confidentiality of information classified by either Participant as restricted or confidential. The Participants may specify the level of confidentiality of routine radiation monitoring data voluntarily provided to IRMIS.

The Participants intend to consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights, including any need for separate agreements referred to in Part VI, while taking into account the IAEA's policy on intellectual property and respecting the IAEA's statutory function of fostering the exchange of information among its Member States, among other things.

VI. Limitations

This SOI, a voluntary arrangement that expresses the good faith intentions of the Participants, is not intended to be legally binding and does not create any obligation, right, or benefit, substantive or procedural, enforceable by law or equity, by the Participants or any others, against IAEA or EPA, their officers or employees, or any other person or entity. This SOI does not apply to any person or entity outside of the Participants.

The implementation of the activities specified in Part II is subject to the availability of funds. All commitments made by EPA in this SOI are subject to the availability of resources. The EPA does not expect to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with its budget priorities. The IAEA does not intend to submit a claim for compensation for services rendered to EPA in connection with any activities it carries out in furtherance of this SOI. Any transaction involving reimbursement or contribution of funds between the Participants to this SOI would be handled in accordance with applicable laws, regulations, and procedures under separate written arrangements or agreements.

Nothing in this SOI should be construed as a waiver, either express or implied, of any of the privileges and immunities accorded to the IAEA by its Member States.

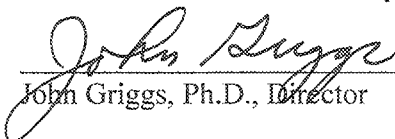
VII. Duration/Modification/Termination

Activities under this SOI may commence upon the signature by the Participants and are expected to continue for a period of three (3) years. This SOI may be modified, and the time frame for activities under this SOI may be extended, at any time through the mutual written consent of the Participants. Additionally, a Participant may discontinue its participation in this SOI at any time, and is expected to provide sixty days' written notice to the other Participant. Where notice of discontinuation is given, the Participants intend to take immediate steps to bring all activities under this SOI to a close in a prompt and orderly manner.

VIII. Settlement of Disputes

Any disputes arising out of or relating to the interpretation or application of this SOI are to be amicably resolved between the Participants.

For the EPA:


John Griggs, Ph.D., Director

October 16, 2017
(Date)

US EPA National Analytical Radiation
Environmental Laboratory
540 South Morris Avenue
Montgomery, Alabama 36115 United States

For the IAEA:


Elena Buglova, Head, IAEA-IEC

November 22, 2017
(Date)

IAEA Incident and Emergency Centre
Vienna International Centre
P.O. Box 100
1400 Vienna, Austria

